

such previous public notice as the Trustees shall deem appropriate and advantageous and as required by law. Upon the terms of such sale being complied with, the Trustees shall convey to, and at the cost of, the purchaser or purchasers the interest of the Grantor in the Property so sold, free and discharged of and from all estate, title or interest of the Grantor, at law or in equity, such purchaser or purchasers being hereby discharged from all liability to see to the application of the purchase money. The proceeds of such sale or sales under this Deed of Trust, whether under the assent to a decree, the power of sale, or by equitable foreclosure, shall be held by the Trustees and applied as follows: First, to pay all costs, charges and expenses attending the execution of this trust or any sale made as aforesaid, including (a) a counsel fee of \$1,000.00 to the attorneys representing the Beneficiary and the Trustees for conducting the proceedings if without contest, but if legal services be rendered to the Trustees and the Beneficiary in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed and paid out of the proceeds of such sale or sales as the court having jurisdiction may deem proper, and (b) a trustees' commission equal to the commission allowed trustees for making sales of property under decrees of the equity court having jurisdiction; Second, to pay all Indebtedness secured hereby and all interest then due and accrued thereon in such order and manner as the Beneficiary in its sole discretion may determine; and Lastly, to pay the surplus, if any, to the Grantor or any person entitled thereto upon surrender and delivery to the purchaser or purchasers of the Property, and less the costs, if any, of obtaining possession. Immediately upon the first insertion of any advertisement or notice of sale, there shall be and become due and owing by the Grantor all expenses incident to any foreclosure proceedings under this Deed of Trust and a commission on the total amount of the Indebtedness then due equal to one-half of the percentage allowed as commission to trustees making sales under orders or decrees of the equity court having jurisdiction, and no person shall be required to receive only the aggregate Indebtedness then secured hereby with interest thereon to the date of payment unless the same be accompanied by a tender of such expenses, costs and commission.

Section 4.03. Receiver. As a matter of right and to the extent permitted by law, without notice to the Grantor, and without regard to the adequacy of the security, and upon application to a court of competent jurisdiction, the Beneficiary shall be entitled to the immediate appointment of a receiver for all or any part of the Property, and of the rents, income, profits, issues and proceeds thereof and therefrom, whether such receivership be incidental to a proposed sale of the Property or otherwise, and the Grantor hereby consents to the appointment of such a receiver. The Grantor will pay to the Beneficiary, upon demand, all expenses, including receiver's fees, attorney's fees, costs and agents compensation, advanced by the Beneficiary and incurred pursuant to the provisions contained in this Section 4.03; and all such expenses shall be (1) a lien against the Property, (2) added to the Indebtedness secured by this Deed of Trust, and (3) payable on demand with interest at a rate 1% in excess of the interest rate provided in the Note from and including the date each such advance is made.

Section 4.04. Entry and Operation. To the extent permitted by law, and with or without the appointment of a receiver, or an application therefor, enter upon, and take possession of (and the Grantor shall surrender actual possession of), the Property or any part thereof, without notice to the Grantor and without bringing any legal action or proceeding, or, if necessary by force, legal proceedings, ejectment or otherwise, and may remove